

COMMON PLEAS COURT

2022 OCT -4 AM 11:40

FILED  
RONDA P. STEIMEL, CLERK  
CLERK OF COURTS  
HOLMES COUNTY, OHIO

**IN THE COURT OF COMMON PLEAS  
HOLMES COUNTY, OHIO**

**ALAN KOZAK**  
10061 Township Road 301  
Millersburg, Ohio 44654

And

**SHARON KOZAK**  
10061 Township Road 301  
Millersburg, Ohio 44654

And

**KOZAK'S JERSEY DAIRY, LLC dba  
CLOVER PATCH DAIRY**  
10061 Township Road 301  
Millersburg, Ohio 44654

Plaintiffs,

vs.

**ARCHER-DANIELS-MIDLAND CO., dba  
ADM ANIMAL NUTRITION**  
77 West Wacker Drive  
Suite 4600  
Chicago, Illinois 60601

And

**MILK SPECIALTIES CO.**  
7500 Flying Cloud Dr.  
Suite 500  
Eden Prairie, Minnesota 55344

And

CASE NO. 22CV065

JUDGE: \_\_\_\_\_

**COMPLAINT**

**JURY DEMAND ENDORSED  
HEREON**

**KEVIN STEELE**  
 740 E Easton Rd.  
 Creston, Ohio 44217

And

**JOHN DOES #1-5**

Defendants.

Plaintiffs, Alan Kozak, Sharon Kozak, and Kozak's Jersey Dairy, LLC dba Clover Patch Dairy (Plaintiff collectively referred to hereafter as "Kozak"), for their Complaint against Defendants Archer-Daniels-Midland Co., dba ADM Animal Nutrition ("ADM"), Milk Specialties Co. ("Milk Specialties"), Kevin Steele ("Steele"), and John Does #1-5 (hereinafter collectively "Defendants") state as follows:

### **INTRODUCTION**

1. This case involves a dangerously defective product—milk replacer. Kozak, in justifiable reliance on Defendants' representations, purchased custom made milk replacer, which Defendants purported to specifically customize for Kozak's calves. The milk replacer was fed to 117 calves and caused scours in 111, resulting in the death of 39 calves and causing permanent damage to those that survived. The surviving calves have deformities and will grow up riddled with health issues and only able to produce milk at a fraction of their genetic potential, vastly reducing Plaintiffs' future profits for milk production, and plummeting the value of the calves as viable livestock. This has caused, and will continue to cause, catastrophic damage to Kozak's dairy farm, which is nationally recognized for its top-notch care of its animals and its high-quality products.

**PARTIES, JURISDICTION, AND VENUE**

2. Alan and Sharon Kozak are husband and wife and reside in Monroe Township, Holmes County, Ohio.

3. Kozak's Jersey Dairy, LLC dba Clover Patch Dairy is a limited liability company organized under the laws of the State of Ohio.

4. Upon information and belief, Defendant ADM is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located in Chicago, Illinois.

5. ADM is registered to do business in Ohio under the fictitious name of ADM Animal Nutrition.

6. At all times relevant, ADM has had a plant location in Sugarcreek, Ohio.

7. Upon information and belief, Defendant Milk Specialties is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located in Minnesota.

8. Upon information and belief, Defendant Kevin Steele ("Steele") is an individual whose residence is located in the Village of Creston, Medina County, Ohio. At all relevant times, Steele was either an employee or independent contractor of Defendant ADM.

9. This Court has personal jurisdiction over the Defendants because Defendants reside in the State of Ohio (as is the case for Defendant Steele) and directly or through Defendants' agents have engaged in sufficient contacts with the State of Ohio establishing personal jurisdiction such as:

- a. transacting business in Ohio;
- b. contracting to supply services or goods in Ohio;

- c. causing tortious injury by an act or omission in Ohio;
- d. causing tortious injury in Ohio by an act or omission outside Ohio when the Defendant regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed in Ohio; and
- e. causing tortious injury in Ohio to any person by an act outside Ohio committed with the purpose of injuring persons, when the Defendant might reasonably have expected that some person would be injured thereby in Ohio.

10. Venue is appropriate in this Court under Ohio Rule of Civil Procedure 3(C)(3), (5), (6), and/or (12).

#### **FACTUAL BACKGROUND**

11. Kozak's dairy farm, known as Clover Patch Dairy, is a recognized national leader in the dairy industry.

12. Since Kozak and his wife began Clover Patch in 1991, they have built the business from the ground up and have established Clover Patch as a leader in Jersey cattle herd management and milk production.

13. Clover Patch has been featured favorably in industry publications such as the Jersey Journal, Hoards Dairyman, and Dairy Agenda Today, which have recognized the Kozaks' business acumen, herd management, and impressive herd genetics.

14. When Jersey calves are young, they are fed milk replacer.

15. Milk replacers are special mixtures that are used for growing young animals, including calves in the first few months of their lives. This is the critical time period for the most significant development and growth for young calves.

16. If calves fail to grow properly during these first few months of their lives, or suffer sickness, it can result in significant future health issues, and severely reduced milk production later in life.

17. Defendant Steele regularly sold animal feed products to Kozak.

18. Kozak had previously conducted significant business with Steele, who had regularly sold products coming from ADM's Sugarcreek, Ohio plant to Clover Patch.

19. In the Fall of 2020, Steele came out to Kovak's Clover Patch farm along with Milk Specialties' Calf Technical Specialist Elizabeth Marvel ("Marvel").

20. Steele and Marvel spoke to Kozak about a custom milk replacer, which ADM would supply in conjunction with Milk Specialties, which manufactured it.

21. Steele and Marvel represented to Kozak that the milk replacer would be customized for Kozak's Jersey calves and it would help their growth and later milk production.

22. Because Kozak had done business in the past with Steele and ADM, Kozak believed he could rely on Steele's and Marvel's affirmative representations that the milk replacer would be safe and beneficial for Kozak's calves, and agreed to purchase it.

23. Upon information and belief, ADM supplied the product and used Milk Specialties to custom mix the product so it would conform to the specific needs of the Clover Patch calves.

24. The initial invoice for the milk replacer is dated February 26, 2021. A true and accurate copy of the Invoice is attached hereto as Exhibit "A."

25. The initial invoice stated the milk replacer was shipped on or about February 26, 2021, from Sugarcreek, Ohio to Kozak's Clover Patch dairy farm in Millersburg, Ohio.

26. Subsequent deliveries of the milk replacer from ADM's Sugarcreek plant to the Kozak's Millersburg farm were made on or about March 25, 2021 and April 7, 2021, as represented in invoices dated March 25, 2021 and April 7, 2021 attached hereto as Exhibits "B" and "C."

27. Within days of feeding the calves the milk replacer, the calves began to develop serious and life-threatening medical issues.

28. Out of 117 calves fed the milk replacer, 111 calves ended up being treated for scours.

29. Scours is a form of severe and life-threatening diarrhea that afflicts livestock, which can cause death from dehydration.

30. When calves have scours, it impairs average daily weight gain, which results in the calf not developing to its full genetic potential.

31. Where calves are underweight due to scours, it results in significantly reduced milk production later in life—in other words, when a calf has significant scours and survives, it will still never produce the quantity of milk it could have if its development had not been impaired.

32. When Kozak informed the Defendants about the calves' sickness and asked for guidance, Defendants neither advised Kozak to stop feeding the calves the milk replacer nor undertook any other mitigating efforts.

33. In an attempt to mitigate the damage being done to the calves, Kozak ultimately switched the calves' feeding from the ADM-Milk Specialties milk replacer to an alternate milk replacer.

34. The switch to the alternate milk replacer significantly reduced the frequency and intensity of the scouring symptoms.

35. In a further effort to identify the cause of the scours, Kozak also switched three healthy bull calves from whole milk to the milk replacer.

36. After the change, all three bull calves became ill with scours within several days. Two of the bull calves survived after being switched back to whole milk, but one did not survive.

37. Forty-two calves, which were dangerously dehydrated, were treated with intravenous fluids—some multiple times to attempt to stave off dehydration and death.

38. Despite Kozak's best efforts to save the calves, 39 have died prematurely, as a direct and proximate result of feeding them the milk replacer.

39. The surviving calves are riddled with health issues—they lack uniformity, are smaller, unhealthy, and slower growing than other calves at Clover Patch.

40. The milk production of the surviving calves will be severely impaired, and their value as livestock has plummeted.

41. After the incident, ADM and Milk Specialties conducted testing on the milk replacer.

42. The testing results showed at least three areas of concern:

1. Direct fed microbials (DFM) were 255% of the formulation, and 600% the European approved rate.



2. Two-thirds of the DFMs were *Enterococcus faecium* “E faecium,” which was not on the product label.

3. The fat was less than 24% but labeled at 25%.

43. There were quality control issues during the production of the milk replacer by Milk Specialties.

44. The defects in the manufacture and/or design of the milk replacer directly and proximately caused scours to develop in Kozak’s calves.

45. Defendant Milk Specialties knew or should have known that quality control issues led to a dangerously defective product.

46. Defendant Milk Specialties, knew or should have known that because the milk replacer was dangerously defective, it would lead to death or serious injury in Kozak’s calves.

47. Defendants chose to recklessly disregard the danger of the dangerously defective milk replacer and deliver it to Kozak, without warning Kozak of the dangerous defects.

48. Even after learning that Kozak’s calves had become sick after feeding from the ADM-Milk Specialties’ milk replacer, Defendants provided no warning or mitigating efforts.

**COUNT ONE**  
**DEFECTIVE MANUFACTURE (DESIGN DEVIATION) R.C. 2307.74**  
**AGAINST MILK SPECIALTIES**

49. Plaintiffs hereby incorporate each paragraph of this Complaint as if fully rewritten herein.

50. Milk Specialties manufactured the milk replacer by custom mixing it to be tailored to Plaintiffs’ Jersey calves.

51. Upon information and belief, Milk Specialties’ performance standards require mixing the product so as not to cause death and/or health problems to calves ingesting it.



52. Milk Specialties' formula required a careful mixing of any ingredients used in the milk replacer so as not to cause an outbreak of scours.

53. Milk Specialties deviated from its own performance standards by improperly mixing the milk replacer, and by manufacturing a product that caused death and/or health problems to the Plaintiffs' calves ingesting it.

54. Upon information and belief, Milk Specialties deviated from its own custom formula in numerous ways including, but not limited to, incorrectly including more—and different—DFMs than the formula allowed.

55. Upon information and belief, the milk replacer deviated from Milk Specialties' performance standards and custom formula before it left the control of Milk Specialties.

56. The milk replacer's deviation from Milk Specialties' performance standards and custom formula directly and proximately caused scours in the Plaintiffs' calves.

57. Upon information and belief, because of quality control issues during the manufacture of the milk replacer, Milk Specialties knew or should have known that the product had deviated from its performance specifications and custom formula and was therefore dangerously defective.

58. But for this design deviation, the Plaintiffs' calves would not have contracted scours—which resulted in significant health problems and death.

59. Milk Specialties knew or should have known that the milk replacer was dangerously defective and intentionally chose to flagrantly disregard the potential danger of death or serious health problems to the Plaintiffs' calves from ingesting it, and shipped it anyway.

60. The decision of Milk Specialties to ship the dangerously defective product represented misconduct, which manifested a flagrant disregard of the safety of the calves that might be harmed by the milk replacer.

61. As a direct and proximate result of Milk Specialties' design deviation, Plaintiffs have suffered economic damage, including, but not limited to, significantly reduced milk production for the surviving calves, lost value of livestock for dead and damaged calves, veterinarian expenses, and cleaning and disposal expenses.

62. As a direct and proximate result of Milk Specialties' design deviation, Plaintiffs have suffered damages well in excess of \$25,000.00.

63. Because Milk Specialties acted with willful and wanton conduct in flagrant disregard of the safety of Plaintiffs' calves, Plaintiffs are entitled to punitive damages under R.C. 2307.80.

64. Additionally, Plaintiffs are entitled to attorney's fees and costs as a result of Milk Specialties' misconduct.

**COUNT TWO**  
**DEFECTIVE DESIGN R.C. 2307.75**  
**AGAINST MILK SPECIALTIES**

65. Plaintiffs hereby incorporate each paragraph of this Complaint as if fully rewritten herein.

66. The milk replacer fed to Plaintiffs' calves was custom designed by Milk Specialties to be tailored to Plaintiffs' calves.

67. The milk replacer was more dangerous than a reasonable consumer would expect because it caused scours in 111 of the Clover Patch calves that ingested it, causing death and serious permanent health complications.

68. The danger of the milk replacer outweighs any benefits derived from it because any temporary nourishment it provided to the calves was completely negated by the development of scours and sickness in the calves.

69. An alternate design of the milk replacer is feasible because it could have been designed without a dangerous mixture of ingredients, while still maintaining its benefits for growth and nourishment for calves, as is evidenced by the availability of other milk replacers in the stream of commerce, which are not contaminated by a dangerous mixture of ingredients, and do not cause scours in calves.

70. If the milk replacer had used an alternate design without a dangerous mixture of ingredients, the calves would not have developed scours and sickness.

71. The decision of Milk Specialties to design the milk replacer with a dangerous mixture of ingredients directly and proximately caused the 111 calves to develop scours, causing death in 39 calves and serious and permanent health complications in the surviving calves.

72. Upon information and belief, Milk Specialties' decision to design the milk replacer with a dangerous mixture of ingredients was willful and wanton behavior, which exhibited a flagrant disregard of the safety of the Plaintiffs' calves.

73. As a direct and proximate result of Milk Specialties' defective design, Plaintiffs have suffered economic damage, including, but not limited to, significantly reduced milk production for the surviving calves, lost value of livestock for dead and damaged calves, veterinarian expenses, and cleaning and disposal expenses.

74. As a direct and proximate result of Milk Specialties' defective design, Plaintiffs have suffered damages well in excess of \$25,000.00.

75. Because Milk Specialties acted with willful and wanton misconduct in flagrant disregard of the safety of Plaintiffs' calves, Plaintiffs are entitled to punitive damages under R.C. 2307.80.

76. Additionally, Plaintiffs are entitled to attorney's fees and costs as a result of Milk Specialties' misconduct.

**COUNT THREE**  
**DEFECTIVE MANUFACTURE (MANUFACTURER MISPRESENTATION)**  
**R.C. 2307.77 AGAINST MILK SPECIALTIES**

77. Plaintiffs hereby incorporate each paragraph of this Complaint as if fully rewritten herein.

78. Milk Specialties, through its representative, made representations to Plaintiffs that the milk replacer would be safe and beneficial to Plaintiffs' calves, and would help their growth and development, and milk production.

79. Milk Specialties' representations were material to the transaction at hand because Plaintiffs would not have purchased the milk replacer for its calves if the product were not safe and beneficial to them.

80. The milk replacer did not conform to Milk Specialties' representations because it was unsafe and detrimental to the calves—causing many to die and many others to become dangerously sick and adversely affecting their growth, development, and milk production.

81. Plaintiffs justifiably relied on Milk Specialties' representations because Milk Specialties acted in concert with Defendant Steele, who Plaintiffs had done business with numerous times in the past, relying on his expertise.

82. As a direct and proximate result of Plaintiffs' reliance on the representations, Plaintiffs purchased the milk replacer and fed it to their calves, thus causing the scours and other damage to the calves.

83. Milk Specialties' representations were willful and wanton misconduct because they knew or should have known that the milk replacer would damage the calves, and thus acted with flagrant disregard of their safety in making the representations.

84. As a direct and proximate result of Milk Specialties' manufacturer misrepresentation, Plaintiffs have suffered economic damage, including, but not limited to, significantly reduced milk production for the surviving calves, lost value of livestock for dead and damaged calves, veterinarian expenses, and cleaning and disposal expenses.

85. As a direct and proximate result of Milk Specialties manufacturer misrepresentation, Plaintiffs have suffered damages well in excess of \$25,000.00.

86. Because Milk Specialties acted with willful and wanton misconduct in flagrant disregard of the safety of Plaintiffs' calves, Plaintiffs are entitled to punitive damages under R.C. 2307.80.

87. Additionally, Plaintiffs are entitled to attorney's fees and costs as a result of Milk Specialties' misconduct.

**COUNT FOUR**  
**NEGLIGENT SUPPLY R.C. 2307.78**  
**AGAINST ADM AND STEELE**

88. Plaintiffs hereby incorporate each paragraph of this Complaint as if fully rewritten herein.

89. ADM and Steele in the course of ADM's business, sold or otherwise participated in placing the milk replacer in the stream of commerce in Ohio.

90. ADM and Steele had a duty to Plaintiffs not to supply Plaintiffs with milk replacer which was dangerous and caused death and serious permanent health conditions to Plaintiffs' calves.

91. ADM and Steele breached that duty by selling a product which was dangerously defective and resulted in death and serious permanent health conditions to Plaintiffs' calves.

92. ADM and Steele's supply of the milk replacer directly and proximately caused the injuries to the calves. But for ADM's and Steele's supplying the defective milk replacer, the calves' injuries would not have occurred, and calves contracting scours is within the scope of the risk of supplying defective milk replacer.

93. Plaintiffs were injured because 111 calves which ingested the milk replacer contracted scours—39 died, and the calves which recovered suffered permanent health issues.

94. As a direct and proximate result of ADM's and Steele's negligent supply of the milk replacer, Plaintiffs have suffered economic damage, including, but not limited to, significantly reduced milk production for the surviving calves, lost value of livestock for dead and damaged calves, veterinarian expenses, and cleaning and disposal expenses.

95. As a direct and proximate result of ADM's and Steele's negligent supply of the milk replacer, Plaintiffs have suffered damages well in excess of \$25,000.00.

**COUNT FIVE**  
**SUPPLIER MISREPRESENTATION R.C. 2307.78**  
**AGAINST ADM AND STEELE**

96. Plaintiffs hereby incorporate each paragraph of this Complaint as if fully rewritten herein.

97. Steele and ADM were suppliers of the milk replacer under the Ohio Products Liability Act ("OPLA").



98. Steele, as agent and/or employee of ADM, made representations to Plaintiffs that the milk replacer would be safe and beneficial to the calves, and would help their growth and development and milk production.

99. Steele and ADM's representations were material to the transaction at hand because Plaintiffs would not have purchased the milk replacer for Plaintiffs' calves if the product were not safe and beneficial to them.

100. The milk replacer did not conform to Steele and ADM's representations because it was unsafe and detrimental to the calves—adversely affecting their growth and development, and milk production.

101. Plaintiffs justifiably relied on Steele and ADM's representations because they had purchased products from Steele and ADM many times in the past, and trusted Steele as an agent of ADM.

102. As a direct and proximate result of Plaintiffs' reliance on the representations, Plaintiffs purchased the milk replacer and fed it to their calves, thus causing the scours and other damage to the calves.

103. As a direct and proximate result of Steele and ADM's supplier misrepresentations, Plaintiffs have suffered economic damage, including, but not limited to, significantly reduced milk production for the surviving calves, lost value of livestock for dead and damaged calves, veterinarian expenses, and cleaning and disposal expenses.

104. Upon information and belief, the representations were willful and wanton misconduct because of the flagrant disregard to the calves' safety.

105. As a direct and proximate result of Steele and ADM's supplier misrepresentations, Plaintiffs have suffered damages well in excess of \$25,000.00



106. Because ADM and Steele acted with willful and wanton misconduct in flagrant disregard of the safety of Plaintiffs' calves, Plaintiffs are entitled to punitive damages under R.C. 2307.80.

107. Additionally, Plaintiffs are entitled to attorney's fees and costs as a result of Defendants' misconduct.

**COUNT SIX**  
**BREACH OF CONTRACT**  
**AGAINST ADM AND MILK SPECIALTIES**

108. Plaintiffs hereby incorporate each paragraph of this Complaint as if fully rewritten herein.

109. Defendants ADM and Milk Specialties materially breached the contract with Plaintiffs by supplying a nonconforming, defective product—milk replacer, which was not suitable for consumption by Plaintiffs' calves.

110. By supplying a nonconforming, defective product, Defendants failed to perform their obligations and violated the contract.

111. Plaintiffs performed all obligations required of them under the contract.

112. Defendants' breach directly and proximately caused Plaintiffs to suffer compensatory damages, including incidental damages, including expenses in caring for the sick and dying calves, disposal costs, veterinary care, and consequential damages in lost profits for reduced milk production.

113. Plaintiffs' total compensatory damages are in excess of \$25,000.00.

**COUNT SEVEN**  
**BREACH OF EXPRESS WARRANTY**  
**AGAINST ADM AND MILK SPECIALTIES**

114. Plaintiffs hereby incorporate each paragraph of this Complaint as if fully rewritten herein.

115. Upon information and belief, Defendants made express representations to Plaintiffs that the milk replacer would be custom tailored to the Plaintiffs' calves to facilitate their growth and development and later milk production.

116. Defendants breached their express warranty when they delivered milk replacer that adversely affected the Plaintiffs' calves by causing scours in 111 calves, killing 39, and condemning the rest to significant health problems, reduced growth, and significantly reduced future milk production.

117. The defective milk replacer did not conform to Defendants' express warranties.

118. Defendants' breach directly and proximately caused Plaintiffs to suffer compensatory damages including incidental damages, including expense in caring for the sick and dying calves, disposal costs, veterinary expenses, and consequential damages, which Defendants at the time of contracting knew and which could not be reasonably prevented such as decreased value in the calves as livestock and lost profits from reduced milk production.

**COUNT EIGHT**  
**BREACH OF IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE**  
**AND/OR MERCHANTABILITY**  
**AGAINST ADM AND MILK SPECIALTIES**

119. Plaintiffs hereby incorporate each paragraph of this Complaint as if fully rewritten herein.

120. Defendants supplied milk replacer that was not merchantable.

121. At the time of contracting, Defendants had reason to know that the milk replacer was specifically for the benefit of the calves' growth and development and milk production, and that Plaintiffs were relying completely on Defendants' representations that this milk replacer would be safe and beneficial to the calves.

122. Defendants breached their implied warranties of fitness for particular purpose and/or merchantability when they delivered Plaintiffs the defective nonconforming milk replacer.

123. Defendants' breach directly and proximately caused Plaintiffs to suffer compensatory damages including the full purchase price, incidental damages, including expense in caring for the sick and dying calves, disposal costs, veterinary expenses, and consequential damages which Defendants at the time of contracting knew and could not reasonably be prevented, such as decreased value of the calves as livestock and lost profits from reduced milk production.

**WHEREFORE**, as a result of the foregoing, Plaintiffs demand judgment against Defendants Archer-Daniels-Midland Company, dba ADM Animal Nutrition, Kevin Steele, and Milk Specialties Company, jointly and severally, as follows:

1. For compensatory damages in excess of \$25,000.00;
2. An award of punitive damages in an amount to be determined at trial;
3. Reasonable attorneys' fees;
4. Costs of this action;
5. And any and all other relief as this Court deems just and equitable.

Respectfully submitted,

s/ Owen J. Rarric  
Matthew P. Mullen (0063317), of  
KRUGLIAK, WILKINS, GRIFFITHS  
& DOUGHERTY CO., L.P.A.  
405 Chauncey Avenue, N.W.  
New Philadelphia, Ohio 44663  
Phone: (330) 364-3472/Fax: (330) 602-3187  
mmullen@kwgd.com

And

Owen J. Rarric (0075367), and  
Kyle W. Rea (0101812), of  
KRUGLIAK, WILKINS, GRIFFITHS  
& DOUGHERTY CO., L.P.A.  
4775 Munson Street, N.W./P.O. Box 36963  
Canton, Ohio 44735-6963  
Phone: (330) 497-0700/Fax: (330) 497-4020  
orarric@kwgd.com  
krea@kwgd.com

ATTORNEYS FOR PLAINTIFFS  
Alan Kozak, Sharon Kozak, and Kozak's Jersey  
Dairy, LLC dba Clover Patch Dairy

**JURY DEMAND**

Plaintiffs hereby demand, pursuant to Ohio Civ.R. 38, that a jury be impaneled to try all issues contained herein so triable.

s/ Owen J. Rarric  
Matthew P. Mullen (0063317)  
Owen J. Rarric (0075367)  
Kyle W. Rea (0101812)  
KRUGLIAK, WILKINS, GRIFFITHS  
& DOUGHERTY CO., L.P.A.  
ATTORNEYS FOR PLAINTIFFS

**INSTRUCTIONS FOR SERVICE**

TO THE CLERK OF COURTS:

Please issue Summons together with a copy of the foregoing Complaint to be served upon the Defendants at the addresses as set forth in the above caption by certified mail, return receipt requested, and make the same returnable according to law.

Further, please ensure that the Summons for John Does 1-5 state, "Name Unknown." The John Doe Summons and Complaint are to be returned to Plaintiff's Counsel.

s/ Owen J. Rarric  
Owen J. Rarric (0075367), of  
KRUGLIAK, WILKINS, GRIFFITHS  
& DOUGHERTY CO., L.P.A.  
ATTORNEYS FOR PLAINTIFFS



**ADM Animal Nutrition™**  
a division of Archer Daniels Midland Company

Ship to:

ALAN KOZAK  
10061 TWP RD 301  
MILLERSBURG OH 44654

Page 1 of 1

REMITTANCE INFORMATION			
CUSTOMER NUMBER			233062
INVOICE NUMBER			8473429
INVOICE DATE			26-FEB-21
TERMS			3% 15, NET 30
AMOUNT DUE IF POSTMARKED BY	03/13/21		2,944.80
AMOUNT DUE IF POSTMARKED AFTER	03/13/21		3,035.56
AMOUNT ENCLOSED:			

Make checks payable and remit to:

ALAN KOZAK  
10061 TWP RD 301  
MILLERSBURG OH 44654

ADM ANIMAL NUTRITION  
75 REMITTANCE DRIVE - SUITE# 1365  
CHICAGO IL 60675

☐ If your name or address has changed, please check here and note the changes above.  
To ensure proper credit to your account, please detach and return remittance copy with payment or include invoice number on your check.

ADM Animal Nutrition

## INVOICE

For questions, comments or name/address changes, please contact our customer service representative at 800-217-2007.

Customer Number	Invoice Date	Invoice Number	Order Number	Customer P.O./Ticket #	Customer Contract Numbers		
233062	26-FEB-21	8473429	4364689				
Terms	Due Date	Ship Date	Sales Representative		Delivered From	B.O.L. Number	
3% 15, NET 30	28-MAR-21	26-FEB-21	STEELE, KEVIN M.		52:SUGARCREEK, OH		
Product Number	Product Description	Quantity		Unit Size	Price Per Unit	Price Per Pound	Extended Price
		Ordered	Shipped				
G7931BHG14	KOZAK CUSTOM 28:25 ALL-MILK BT 497338 LOT 1A21N48 40	40	40	50#BAG	75.63	1.5126	3,025.20
TOTAL SHIPPED WEIGHT (LBS): 2,000 FREIGHT: 1 TONS @ \$9.50 PER TON 9% FUEL SURCHARGE: \$0.86							

### LATE CHARGES

For all terms, if full payment is not received by the due date, a finance charge will accrue on the unpaid principal balance at the maximum statutory contract rate allowed in the customer's state of residence, not to exceed 1.5% per month (18% A.P.R.), commencing the day after the due date until paid in full.

### APPLICATION OF PAYMENTS

All payments received will be applied to unpaid balances pursuant to invoices in the order they become due, without regard to the term of the invoice(s). If more than one unpaid invoice exists for one or more terms, prompt payment discounts may not apply in some cases based on the aforementioned payment application method.

If at any time the Company deems an account insecure, the Company reserves the right to make the entire balance of all accounts immediately due and payable.

The Company reserves the right to apply any payment(s) received to any account(s) the customer may have outstanding.

A \$25.00 charge will be assessed on any check returned unhonored.

### CYBER PAYMENT FRAUD AWARENESS

If our bank account details change, the individual at ADM Animal Nutrition responsible for your account will notify these to you by formal letter or face-to-face, but never by e-mail.

PAYMENT INSTRUCTIONS	SUBTOTAL	TAX	SHIP/HANDL	TOTAL DUE
If all accounts are current and payment is postmarked by 03/13/21, you may take a prompt payment discount of 90.76. Pay 2,944.80 if prompt payment discount applies.	3,025.20	0.00	10.36	USD 3,035.56

Past Due items are subject to a Finance Charge of 1% per month, which is an annual rate of 12%.







**ADM Animal Nutrition™**  
a division of Archer Daniels Midland Company

Ship to:

ALAN KOZAK  
10061 TWP RD 301  
MILLERSBURG OH 44654

Page 1 of 1

REMITTANCE INFORMATION			
CUSTOMER NUMBER			233062
INVOICE NUMBER			8480591
INVOICE DATE			25-MAR-21
TERMS			3% 15, NET 30
AMOUNT DUE IF POSTMARKED BY	04/09/21		2,862.60
AMOUNT DUE IF POSTMARKED AFTER	04/09/21		2,951.13
AMOUNT ENCLOSED:			

Make checks payable and remit to:

ALAN KOZAK  
10061 TWP RD 301  
MILLERSBURG OH 44654

ADM ANIMAL NUTRITION  
75 REMITTANCE DRIVE - SUITE# 1365  
CHICAGO IL 60675

☐ If your name or address has changed, please check here and note the changes above.

To ensure proper credit to your account, please detach and return remittance copy with payment or include invoice number on your check.

ADM Animal Nutrition

## INVOICE

For questions, comments or name/address changes, please contact our customer service representative at 800-217-2007.

Customer Number	Invoice Date	Invoice Number	Order Number	Customer P.O./Ticket #	Customer Contract Numbers		
233062	25-MAR-21	8480591	4375585				
Terms	Due Date	Ship Date	Sales Representative	Delivered From	B.O.L. Number		
3% 15, NET 30	24-APR-21	25-MAR-21	STEELE, KEVIN M.	52:SUGARCREEK, OH			
Product Number	Product Description	Quantity		Unit Size	Price Per Unit	Price Per Pound	Extended Price
		Ordered	Shipped				
G7931BHG14	KOZAK CUSTOM 28:25 ALL-MILK BT 497338 LOT 1A21N48 39	40	39	50#BAG	75.67	1.5134	2,951.13
TOTAL SHIPPED WEIGHT (LBS):		1,950					

### LATE CHARGES

For all terms, if full payment is not received by the due date, a finance charge will accrue on the unpaid principal balance at the maximum statutory contract rate allowed in the customer's state of residence, not to exceed 1.5% per month (18% A.P.R.), commencing the day after the due date until paid in full.

### APPLICATION OF PAYMENTS

All payments received will be applied to unpaid balances pursuant to invoices in the order they become due, without regard to the term of the invoice(s). If more than one unpaid invoice exists for one or more terms, prompt payment discounts may not apply in some cases based on the aforementioned payment application method.

If at any time the Company deems an account insecure, the Company reserves the right to make the entire balance of all accounts immediately due and payable.

The Company reserves the right to apply any payment(s) received to any account(s) the customer may have outstanding.

A \$25.00 charge will be assessed on any check returned unhonored.

### CYBER PAYMENT FRAUD AWARENESS

If our bank account details change, the individual at ADM Animal Nutrition responsible for your account will notify these to you by formal letter or face-to-face, but never by e-mail.

PAYMENT INSTRUCTIONS	SUBTOTAL	TAX	SHIP/HANDL	TOTAL DUE
If all accounts are current and payment is postmarked by 04/09/21, you may take a prompt payment discount of 88.53. Pay 2,862.60 if prompt payment discount applies.	2,951.13	0.00	0.00	USD 2,951.13

Past Due items are subject to a Finance Charge of 1% per month, which is an annual rate of 12%.







**ADM Animal Nutrition™**  
a division of Archer Daniels Midland Company

Ship to:

ALAN KOZAK  
10061 TWP RD 301  
MILLERSBURG OH 44654

Page 1 of 2

REMITTANCE INFORMATION	
CUSTOMER NUMBER	233062
INVOICE NUMBER	8484785
INVOICE DATE	07-APR-21
TERMS	3% 15, NET 30
AMOUNT DUE IF POSTMARKED BY	04/22/21
AMOUNT DUE IF POSTMARKED AFTER	04/22/21
AMOUNT ENCLOSED:	14,684.49
	15,131.92

Make checks payable and remit to:

ALAN KOZAK  
10061 TWP RD 301  
MILLERSBURG OH 44654

ADM ANIMAL NUTRITION  
75 REMITTANCE DRIVE - SUITE# 1365  
CHICAGO IL 60675

☐ If your name or address has changed, please check here and note the changes above.

To ensure proper credit to your account, please detach and return remittance copy with payment or include invoice number on your check.

ADM Animal Nutrition

## INVOICE

For questions, comments or name/address changes, please contact our customer service representative at 800-217-2007.

Customer Number	Invoice Date	Invoice Number	Order Number	Customer P.O./Ticket #	Customer Contract Numbers		
233062	07-APR-21	8484785	4378310		FSC112787		
Terms	Due Date	Ship Date	Sales Representative		Delivered From	B.O.L. Number	
3% 15, NET 30	07-MAY-21	07-APR-21	STEELE, KEVIN M.		52:SUGARCREEK, OH		
Product Number	Product Description	Quantity		Unit Size	Price Per Unit	Price Per Pound	Extended Price
		Ordered	Shipped				
G7822GBS14	101220 KOZAK PREFRESH HFR CONC RU LOT 219245SC 38	40	38	50#BAG	20.24	0.4048	769.12
G7931BHG14	KOZAK CUSTOM 28:25 ALL-MILK BT 497338 LOT 1D01N62 40	40	40	50#BAG	75.68	1.5136	3,027.20
G7016AAA10	032421 KOZAK SNOWVILLE CONC LOT 219266SC 15.96	16	15.96	2000#TON	583.10	0.2916	9,306.28
G6378GBS10	021320 KOZAK CLOSE UP CONC RU LOT 219243SC 2	2	2	2000#TON	905.90	0.4530	1,811.80
TOTAL SHIPPED WEIGHT (LBS): 39,820 FREIGHT: 19.91 TONS @ \$9.50 PER TON 15% FUEL SURCHARGE: \$28.37							
PAYMENT INSTRUCTIONS			SUBTOTAL	TAX	SHIP/HANDL	TOTAL DUE	
If all accounts are current and payment is postmarked by 04/22/21, you may take a prompt payment discount of 447.43. Pay 14,684.49 if prompt payment discount applies.			14,914.40	0.00	217.52	USD	15,131.92

Past Due items are subject to a Finance Charge of 1% per month, which is an annual rate of 12%.




**ADM Animal Nutrition™**  
 a division of Archer Daniels Midland Company

Ship to:

 ALAN KOZAK  
 10061 TWP RD 301  
 MILLERSBURG OH 44654

Page 2 of 2

REMITTANCE INFORMATION			
CUSTOMER NUMBER			233062
INVOICE NUMBER			8484785
INVOICE DATE			07-APR-21
TERMS			3% 15, NET 30
AMOUNT DUE IF POSTMARKED BY	04/22/21		14,684.49
AMOUNT DUE IF POSTMARKED AFTER	04/22/21		15,131.92
AMOUNT ENCLOSED:			

Make checks payable and remit to:

 ALAN KOZAK  
 10061 TWP RD 301  
 MILLERSBURG OH 44654

 ADM ANIMAL NUTRITION  
 75 REMITTANCE DRIVE - SUITE# 1365  
 CHICAGO IL 60675

☐ If your name or address has changed, please check here and note the changes above.

To ensure proper credit to your account, please detach and return remittance copy with payment or include invoice number on your check.

ADM Animal Nutrition

**INVOICE**

For questions, comments or name/address changes, please contact our customer service representative at 800-217-2007.

Customer Number	Invoice Date	Invoice Number	Order Number	Customer P.O./Ticket #	Customer Contract Numbers			
233062	07-APR-21	8484785	4378310		FSC112787			
Terms	Due Date	Ship Date	Sales Representative		Delivered From	B.O.L. Number		
3% 15, NET 30	07-MAY-21	07-APR-21	STEELE, KEVIN M.		52:SUGARCREEK, OH			
Product Number	Product Description		Quantity		Unit Size	Price Per Unit	Price Per Pound	Extended Price
			Ordered	Shipped				

**LATE CHARGES**

For all terms, if full payment is not received by the due date, a finance charge will accrue on the unpaid principal balance at the maximum statutory contract rate allowed in the customer's state of residence, not to exceed 1.5% per month (18% A.P.R.), commencing the day after the due date until paid in full.

**APPLICATION OF PAYMENTS**

All payments received will be applied to unpaid balances pursuant to invoices in the order they become due, without regard to the term of the invoice(s). If more than one unpaid invoice exists for one or more terms, prompt payment discounts may not apply in some cases based on the aforementioned payment application method.

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The Company reserves the right to apply any payment(s) received to any account(s) the customer may have outstanding.

A \$25.00 charge will be assessed on any check returned unhonored.

**CYBER PAYMENT FRAUD AWARENESS**

If our bank account details change, the individual at ADM Animal Nutrition responsible for your account will notify these to you by formal letter or face-to-face, but never by e-mail.

PAYMENT INSTRUCTIONS	SUBTOTAL	TAX	SHIP/HANDL	TOTAL DUE
If all accounts are current and payment is postmarked by 04/22/21, you may take a prompt payment discount of 447.43. Pay 14,684.49 if prompt payment discount applies.	14,914.40	0.00	217.52	USD 15,131.92

Past Due items are subject to a Finance Charge of 1% per month, which is an annual rate of 12%.

COMMON PLEAS COURT

IN THE COURT OF COMMON PLEAS  
HOLMES COUNTY, OHIO

2022 OCT -5 AM 10:41

FILED  
RONDA P. STEIMEL, CLERK  
CLERK OF COURTS  
HOLMES COUNTY, OHIO

ALAN KOZAK, et al.,

Plaintiffs,

vs.

ARCHER-DANIELS-MIDLAND CO.,  
et al.,

Defendants.

CASE NO. 22CV065

JOURNAL ENTRY

Journalized: Journal \_\_\_\_\_, Page(s) \_\_\_\_\_

Counsel and the parties shall take notice that this case shall come on for  
**TELEPHONIC CIVIL CASE MANAGEMENT CONFERENCE ON January 11,  
2023, at 1:30 PM.**

On the date and time of the conference, Plaintiff's counsel shall conference in all  
parties, and then the Court at (330) 674-5086. Defendant shall provide Plaintiff's  
Counsel with a phone number for the telephone conference.

The Clerk of Courts shall serve this Notice of Hearing upon all counsel of record  
and all unrepresented parties by ordinary mail.

**This will be the only notice issued for this hearing. Failure to appear  
may result in sanctions pursuant to the Local Rules of Practice.**

SO ORDERED.

Dated: October 5, 2022

  
SEAN M. WARNER, JUDGE

cc: All counsel and any other unrepresented parties

[ ] Copies distributed on \_\_\_\_\_, by \_\_\_\_\_.

WALZ  
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MAILER®

FROM

WALZ

Case: 5:22-cv-02018-BYP Doc #: 1-2 Filed: 11/08/22 Page 45

Label #1

Label #2

Ronda Steimel  
Holmes County Clerk of Courts  
1 E Jackson St., Suite 306  
Millersburg, OH 44654

Label #3

Ronda Steimel  
Holmes County Clerk of Courts  
1 E Jackson St., Suite 306  
Millersburg, OH 44654

FOLD AND TEAR THIS WAY → OPTIONAL

U.S. Postal Service®  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

USPS® ARTICLE NUMBER

9314 8699 0430 0100 1324 76

Certified Mail Fee	\$	4.00
Return Receipt (Hardcopy)	\$	0.00
Return Receipt (Electronic)	\$	2.00
Certified Mail Restricted Delivery	\$	0.00
Postage	\$	1.92
Total Postage and Fees	\$	7.92

Postmark  
Here

Sent to:

ARCHER-DANIELS-MIDLAND CO. DBA  
ADM ANIMAL NUTRITION  
77 WEST WACHER DRIVE  
SUITE 4600  
CHICAGO, IL 60601

Reference Information

PS Form 3800, Facsimile, July 2015

TEAR ALONG THIS LINE

Label #5 (Optional)

Ronda Steimel  
Holmes County Clerk of Courts  
1 E Jackson St., Suite 306  
Millersburg, OH 44654

Label #7 - Certified Mail Article Number

Label #6 - Return Receipt Article Number

Label #8

PLACE ON BACK OF RETURN RECEIPT (REQUIRED) ↓

FOLD AND TEAR THIS WAY →

Return Receipt (Form 3811) Barcode

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent  
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type:

☒ Certified Mail  
☐ Certified Mail Restricted Delivery  
Reference Information

1. Article Addressed to:

Please Discard

2. Certified Mail (Form 3800) Article Number

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

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IN THE COURT OF COMMON PLEAS OF HOLMES COUNTY, OHIO

**S U M M O N S**

RULE 4 1970 OHIO RULES OF CIVIL PROCEDURE

ALAN KOZAK VS. ARCHER-DANIELS-MIDLAND CO., DBA ADM ANIMAL  
NUTRITION  
CASE NO. 22CV065

TO THE WITHIN NAMED DEFENDANT:

File Copy

You are hereby summoned that a complaint (a copy of which is hereby attached and made a part hereof) has been filed against you in this Court by the Plaintiffs' named herein.

You are required to serve upon the Plaintiffs' Attorney, or upon the Plaintiff if he/she has no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three days after service on Plaintiffs' Attorney. The name and address of the Plaintiffs' Attorney is as follows:

OWEN J RARRIC, ESQ  
4775 MUNSON ST. NW  
P.O. BOX 36963  
CANTON, OH 44735

If you fail to serve and file an Answer, appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

RONDA P. STEIMEL  
CLERK OF COURTS

BY: 

Deputy Clerk

Date: 10/7/22 FORM NAME: SUMMONS

WALZ  
CERTIFIED  
MAILER®

FROM

Label #1

Label #2

Label #3

Ronda Steimel  
Holmes County Clerk of Courts  
1 E Jackson St., Suite 306  
Millersburg, OH 44654

Ronda Steimel  
Holmes County Clerk of Courts  
1 E Jackson St., Suite 306  
Millersburg, OH 44654

TEAR ALONG THIS LINE

U.S. Postal Service  
CERTIFIED MAIL RECEIPT

Domestic Mail Only

USPS® ARTICLE NUMBER

9314 8699 0430 0100 1325 51

Certified Mail Fee	\$	4.00
Return Receipt (Hardcopy)	\$	0.00
Return Receipt (Electronic)	\$	2.00
Certified Mail Restricted Delivery	\$	0.00
Postage	\$	1.92
Total Postage and Fees	\$	7.92

Postmark  
Here

Sent to:  
KEVIN STEELE  
740 E. EASTON RD.  
CRESTON, OH 44217

Reference Information

PS Form 3800, Facsimile, July 2015

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (Optional)

Ronda Steimel  
Holmes County Clerk of Courts  
1 E Jackson St., Suite 306  
Millersburg, OH 44654

Label #6 - Return Receipt Article Number

Label #7 - Certified Mail Article Number

Label #8

PLACE ON BACK OF RETURN RECEIPT (REQUIRED)

FOLD AND TEAR THIS WAY →

Return Receipt (Form 3811) Barcode

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent  
**X** ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type:

☒ Certified Mail  
☐ Certified Mail Restricted Delivery

Reference Information

1. Article Addressed to:

2. Certified Mail (Form 3800) Article Number

Please Discard

Domestic Return Receipt

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service



IN THE COURT OF COMMON PLEAS OF HOLMES COUNTY, OHIO

**S U M M O N S**

RULE 4 1970 OHIO RULES OF CIVIL PROCEDURE

ALAN KOZAK VS. ARCHER-DANIELS-MIDLAND CO., DBA ADM ANIMAL  
NUTRITION

CASE NO. 22CV065

TO THE WITHIN NAMED DEFENDANT:

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You are required to serve upon the Plaintiffs' Attorney, or upon the Plaintiff if he/she has no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three days after service on Plaintiffs' Attorney. The name and address of the Plaintiffs' Attorney is as follows:

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4775 MUNSON ST. NW  
P.O. BOX 36963  
CANTON, OH 44735

If you fail to serve and file an Answer, appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

RONDA P. STEIMEL  
CLERK OF COURTS

BY: 

Deputy Clerk

Date: 10/7/22 FORM NAME: SUMMONS



WALZ  
CERTIFIED  
MAILER®

FROM

WALZ

FORM #45663NB VERSION: E0521

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
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USPS® ARTICLE NUMBER

9314 8699 0430 0100 1325 06

Label #1

Label #2

Ronda Steimel  
Holmes County Clerk of Courts  
1 E Jackson St., Suite 306  
Millersburg, OH 44654

Label #3

Ronda Steimel  
Holmes County Clerk of Courts  
1 E Jackson St., Suite 306  
Millersburg, OH 44654

Certified Mail Fee	\$	4.00
Return Receipt (Hardcopy)	\$	0.00
Return Receipt (Electronic)	\$	2.00
Certified Mail Restricted Delivery	\$	0.00
Postage	\$	1.92
Total Postage and Fees	\$	7.92

Postmark  
Here

Sent to:  
MILK SPECIALTIES CO.  
7500 FLYING CLOUD DR.  
SUITE 500  
EDEN PRAIRIE, MN 55344

Reference Information

PS Form 3800, Facsimile, July 2015

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (Optional)

Ronda Steimel  
Holmes County Clerk of Courts  
1 E Jackson St., Suite 306  
Millersburg, OH 44654

Label #7 - Certified Mail Article Number

Label #6 - Return Receipt Article Number

PLACE ON BACK OF RETURN RECEIPT (REQUIRED) →

FOLD AND TEAR THIS WAY →

Return Receipt (Form 3811) Barcode

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent  
**X** ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type:  
☒ Certified Mail  
☐ Certified Mail Restricted Delivery  
Reference Information

1. Article Addressed to:

2. Certified Mail (Form 3800) Article Number

Please Discard

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
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Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

IN THE COURT OF COMMON PLEAS OF HOLMES COUNTY, OHIO

**S U M M O N S**

RULE 4 1970 OHIO RULES OF CIVIL PROCEDURE

ALAN KOZAK VS. ARCHER-DANIELS-MIDLAND CO., DBA ADM ANIMAL  
NUTRITION  
CASE NO. 22CV065

TO THE WITHIN NAMED DEFENDANT:

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You are required to serve upon the Plaintiffs' Attorney, or upon the Plaintiff if he/she has no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three days after service on Plaintiffs' Attorney. The name and address of the Plaintiffs' Attorney is as follows:

OWEN J RARRIC, ESQ  
4775 MUNSON ST. NW  
P.O. BOX 36963  
CANTON, OH 44735

If you fail to serve and file an Answer, appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

RONDA P. STEIMEL  
CLERK OF COURTS

BY: 

Deputy Clerk

Date: 10/7/22 FORM NAME: SUMMONS



October 12, 2022

Dear WALZ GROUP:

The following is in response to your request for proof of delivery on your item with the tracking number: 9314 8699 0430 0100 1325 51.

#### Item Details

**Status:** Delivered, Individual Picked Up at Post Office  
**Status Date / Time:** October 11, 2022, 02:00 p.m.  
**Location:** CRESTON, OH 44217  
**Postal Product:** First-Class Mail®  
**Extra Services:** Certified Mail™  
 Return Receipt Electronic  
**Recipient Name:** KEVIN STEELE

#### Shipment Details

**Weight:** 4.0oz

#### Destination Delivery Address

**Street Address:** E EASTON RD  
**City, State ZIP Code:** CRESTON, OH 44217-9775

#### Recipient Signature

Signature of Recipient:

*Kevin Steele*  
 Kevin Steele

Address of Recipient:

E EASTON RD  
 CRESTON, OH 44217-9775

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
 United States Postal Service®  
 475 L'Enfant Plaza SW  
 Washington, D.C. 20260-0004

2022 OCT 12 PM 3:15  
 FILED  
 RONDA P. STEINLE, CLERK  
 CLERK OF COURTS  
 HOLMES COUNTY, OHIO

COMMON PLEAS COURT

Information in this section provided by Covius Document Services, LLC.

Reference Number: 22CV065



October 12, 2022

Dear WALZ GROUP:

The following is in response to your request for proof of delivery on your item with the tracking number: 9314 8699 0430 0100 1325 06.

#### Item Details

**Status:** Delivered, Front Desk/Reception/Mail Room  
**Status Date / Time:** October 11, 2022, 09:58 a.m.  
**Location:** EDEN PRAIRIE, MN 55344  
**Postal Product:** First-Class Mail®  
**Extra Services:** Certified Mail™  
 Return Receipt Electronic  
**Recipient Name:** MILK SPECIALTIES CO

#### Shipment Details

**Weight:** 4.0oz

#### Destination Delivery Address

**Street Address:** 7500 FLYING CLOUD DR STE 500  
**City, State ZIP Code:** EDEN PRAIRIE, MN 55344-3703

#### Recipient Signature

Signature of Recipient:

*Tracy M. Insom*

Address of Recipient:

*7500 #  
Flying Cloud*

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
 United States Postal Service®  
 475 L'Enfant Plaza SW  
 Washington, D.C. 20260-0004

FILED  
 RONDA P. STEINER, CLERK  
 CLERK OF COURTS  
 HOLMES COUNTY, OHIO  
 2022 OCT 12 PM 3:15

COMMON PLEAS COURT

Information in this section provided by Covius Document Services, LLC.

Reference Number: 22CV065

IN THE COURT OF COMMON PLEAS OF HOLMES COUNTY, OHIO

**S U M M O N S**

RULE 4 1970 OHIO RULES OF CIVIL PROCEDURE

ALAN KOZAK VS. ARCHER-DANIELS-MIDLAND CO., DBA ADM ANIMAL  
NUTRITION  
CASE NO. 22CV065

TO THE WITHIN NAMED DEFENDANT:

File Copy

You are hereby summoned that a complaint (a copy of which is hereby attached and made a part hereof) has been filed against you in this Court by the Plaintiffs' named herein.

You are required to serve upon the Plaintiffs' Attorney, or upon the Plaintiff if he/she has no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three days after service on Plaintiffs' Attorney. The name and address of the Plaintiffs' Attorney is as follows:

OWEN J RARRIC, ESQ  
4775 MUNSON ST. NW  
P.O. BOX 36963  
CANTON, OH 44735

If you fail to serve and file an Answer, appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

RONDA P. STEIMEL  
CLERK OF COURTS

BY: 

Deputy Clerk

Date: 10/7/22 FORM NAME: SUMMONS



October 25, 2022

Dear WALZ GROUP:

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9314 8699 0430 0100 1324 76.**


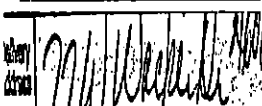
#### Item Details

**Status:** Delivered  
**Status Date / Time:** October 24, 2022, 09:00 a.m.  
**Location:** CHICAGO, IL 60690  
**Postal Product:** First-Class Mail®  
**Extra Services:** Certified Mail™  
Return Receipt Electronic  
**Recipient Name:** ARCHER DANIELS MIDLAND CO DBA ADM ANIMAL NUTRIT

#### Shipment Details

**Weight:** 4.0oz

#### Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

COMMON PLEAS COURT  
2022 OCT 25 PM 2:02  
FILED  
RONDA P. STEINEL, CLERK  
CLERK OF COURTS  
HOLMES COUNTY, OHIO

Information in this section provided by Covius Document Services, LLC.

**Reference Number:** 22CV065

COMMON PLEAS COURT

2022 OCT 31 PM 3:47

FILED  
RONDA P. STEIMEL, CLERK  
CLERK OF COURTS  
HOLMES COUNTY, OHIO

IN THE COURT OF COMMON PLEAS  
HOLMES COUNTY, OHIO

ALAN KOZAK, et al.,

Plaintiffs,

v.

ARCHER-DANIELS-MIDLAND CO., et al.,

Defendants.

) CASE NO. 22CV065

) JUDGE SEAN M. WARNER

) NOTICE OF APPEARANCE

NOW COME undersigned counsel, and hereby give notice to the Court and all parties of their appearance in this matter as counsel for Defendant, Milk Specialties Co. All further notices and pleadings directed to Defendant, Milk Specialties Co. should be directed to the undersigned at the address listed below.

Respectfully submitted,

MARSHALL DENNEHEY WARNER  
COLEMAN & GORDON

By: 

DAVID J. FAGNILLI (0032930)

JILLIAN L. DINEHART (0086993)

127 Public Square, Suite 3510

Cleveland, Ohio 44114

Phone: (216) 912-3792

Fax: (216) 344-9006

Email: djfagnilli@mdweg.com

jldinehart@mdweg.com

Counsel for Defendant, Milk Specialties Co.



**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been forwarded to all  
counsel of record by:

\_\_\_\_\_ Hand Delivery  
 \_\_\_\_\_ U.S. First Class Mail, Postage Prepaid  
 \_\_\_\_\_ Certified Mail, Return Receipt Requested  
 \_\_\_\_\_ Facsimile Transmittal  
 \_\_\_\_\_ Federal Express Overnight Delivery  
XX E-Mail Transmission

at the following addresses:

MATTHEW P. MULLEN (0063317)  
 Krugliak, Wilkins, Griffiths & Dougherty  
 Co., LPA  
 405 Chauncey Avenue, N.W.  
 New Philadelphia, Ohio 44663  
[mmullen@kwgd.com](mailto:mmullen@kwgd.com)

OWEN J. RARRIC (0075367)  
 KYLE W. REA (0101812)  
 Krugliak, Wilkins, Griffiths & Dougherty  
 Co., LPA  
 4775 Munson Street, N.W.  
 P.O. Box 36963  
 Canton, Ohio 44735  
[orarric@kwgd.com](mailto:orarric@kwgd.com)  
[krea@kwgc.com](mailto:krea@kwgc.com)

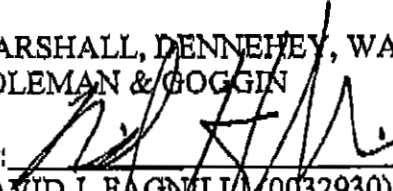
*Counsel for Plaintiffs*

*By Regular Mail:*

ARCHER-DANIELS-MIDLAND CO., dba  
 ADM Animal Nutrition  
 77 West Wacker Drive, Suite 4600  
 Chicago, Illinois 60601  
*Defendant*

KEVIN STEELE  
 740 E. Easton Road  
 Creston, Ohio 44217  
*Defendant*

MARSHALL, DENNEHEY, WARNER,  
 COLEMAN & GOGGIN

By:   
 DAVID J. FAGNELLI (0032930)  
*Counsel for Defendant, Milk Specialties Co.*

Date: 10-31-2022

COMMON PLEAS COURT

2022 NOV -7 AM 11:35  
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IN THE COURT OF COMMON PLEAS  
 HOLMES COUNTY, OHIO

ALAN KOZAK, et al.,

Plaintiffs,

v.

ARCHER-DANIELS-MIDLAND CO., et al.,

Defendants.

CASE NO. 22CV065


JUDGE SEAN M. WARNER

**STIPULATION FOR LEAVE  
 TO PLEAD AND JOURNAL ENTRY**

By stipulation of the parties, Plaintiffs and Defendant, Milk Specialties Co., agree that this Defendant is hereby granted 30 days to and including December 8, 2022, to respond to the Complaint, or otherwise plead in the within cause of action. No previous extensions have been granted or received by this Defendant.

Per Email Consent 11/04/22

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 Counsel for Defendant Milk Specialties Co.

**IT IS SO ORDERED.**

**JUDGE SEAN M. WARNER**

Dated: \_\_\_\_\_